

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J.S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER
312/454-6535

July 28, 1981

File No. A-8491 7006-B
RECORDATION NO. Filed 1425

AUG - 3 1981 - 10 49 AM

INTERSTATE COMMERCE COMMISSION

1-215A074
No. AUG 3 1981
Date.....
Fee \$10.00
ICC Washington, D. C.

AUG 3 10 49 AM '81

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Release and Bill of Sale dated as of July 14, 1981 for equipment under Conditional Sale Agreement dated April 15, 1973 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of April 15, 1973 between North Western Leasing Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 7006.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data.

This is a Final Release!

Sincerely,

J. S. Edwards
Assistant Secretary

JSE/baf
Encl.

cc: R. D. Smith
G. R. Charles A-180
R. R. DeWitt
D. E. Stockham
R. F. Guenther

AUG -3 1981 -10 25 AM
INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT (hereinafter called "Agreement") dated as of April 15, 1973, between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and "Railroad" agreed to buy equipment as described in Schedule A attached thereto; and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of April 15, 1973, between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, by Statement of New Numbers dated as of September 10, 1975, executed by Railroad and consented to by Assignee, Railroad Nos. 19-1399 and 19-1400 were changed to Railroad Nos. 17-2744 and 17-2745 respectively; and

WHEREAS, the equipment described in Schedule A to the Agreement as amended by aforesaid Statement of New Numbers correctly references the equipment covered by the Agreement (hereinafter referred to as "Equipment");

WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

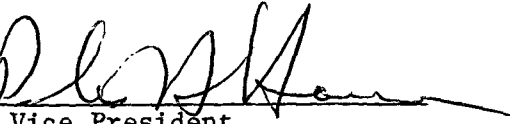
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officers, this 14th day of July, A. D. 1981.

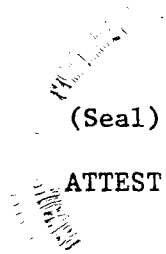
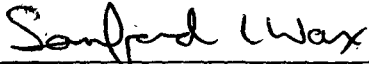
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

(Seal)

ATTEST:



Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, EILEEN HUDSON, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that PETER D. HORNE and SANFORD L. WAX, to me personally known and known to me to be, respectively, a VICE PRESIDENT and a BANKING OFFICER of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledge to me that they are, respectively, a VICE PRESIDENT and a BANKING OFFICER of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 14th day of JULY, A. D. 1981.

Eileen Hudson
Notary Public

MY COMMISSION EXPIRES
OCTOBER 11, 1982

